



SPORTS  
ARBITRATION  
MOOT

# The SAM Case

2ND EDITION (2022-2023)

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Etta S.C. 2020 (Appellant)

v.

Fédération Internationale de  
Football Association - FIFA  
(Respondent)

## A. DRAMATIS PERSONAE

1. The Republic of Athlos ("**Athlos**") is a small country with a formidable reputation in club football. Its national Women's Football League (the "**League**") is among the most competitive in the world and its Football Association ("**AFA**") has been a member of the Fédération Internationale de Football Association ("**FIFA**" or the "**Respondent**") since 1950.
2. The Sphaeran Federation ("**Sphaera**") is a large country whose "A-level" national football team has made several successful FIFA World Cup runs. The Sphaeran Football Association ("**SFA**") has been a FIFA member since 1955.
3. Ms Victoria Niki ("**Ms Niki**") is a highly decorated football player of Sphaeran nationality. She has competed with the Sphaeran national team in two FIFA World Cup competitions and recently won the "Best FIFA Women's Player Award". Ms Niki currently plays for a Sphaeran club, after having played for Etta F.C. 1997 ("**Etta F.C.**"), a top-tier Athlean club founded in 1997, for several years. Ms Niki's contract with Etta F.C. expired on 31 August 2020, at which point she moved back to Sphaera.
4. Etta S.C. 2020 (the "**Appellant**" or **Etta S.C.**") is a football club incorporated in Athlos, with its headquarters and official corporate address in Sportiva, Athlos' capital. Etta S.C. was founded in August 2020 after Dinaria, a Sphaeran holding company, purchased Etta F.C.'s trademarks and other assets.
5. Dinaria's owners include Bivi, a company indirectly owned by Mr Round Tripper, who in turn owned a controlling stake in Etta F.C. until the latter's dissolution in 2022. Bivi is the controlling shareholder of Dinaria.

## B. UNCONTESTED FACTS

6. On 1 July 2020, upon finishing the season as the top scorer of the League with thirty goals, Ms Niki approached Etta F.C. requesting payment of two "Milestone" bonuses pursuant to Clause 9 of her Athlete Contract (the "Contract"). Clause 9 provided for a bonus of USD 200,000 in case of scoring more than twenty goals in the League as well as an additional bonus of USD 150,000 in case of winning the top scorer award. Both bonuses were to be paid within 7 days following a justified payment request (**Exhibit 1**).

7. On 2 July 2020, Etta F.C. communicated to Ms Niki that it was not in a position to satisfy her request, promising to share further information following the next meeting of its Board of Directors.
8. On 10 July 2020, Ms Niki requested an update concerning her claims.
9. On 17 July 2020, Ms Niki put Etta F.C. in default by email and granted a period of 10 days for the payment of her claims.
10. On 18 July 2020, Etta F.C.'s President began negotiations with representatives of Dinaría for the purchase of Etta F.C.'s assets.
11. On 28 July 2020, Etta F.C. and Dinaría concluded a "Club Sale and Purchase Agreement" (the "**Agreement**"), Clause 1.1 of which provides for the sale and purchase of several types of tangible and intangible assets owned by Etta F.C. (Exhibit 2).
12. On 29 July 2020, the closing of the transactions contemplated in the Agreement took place through the signature of an additional suite of contracts. On the same day, Etta F.C. filed a notice of disaffiliation with the AFA.
13. On 5 August 2020, the AFA confirmed Etta F.C.'s disaffiliation.
14. On the same day, Etta F.C. filed for bankruptcy before the competent Athlean courts (the "**Bankruptcy Proceedings**") while Etta S.C. submitted its articles of incorporation and bylaws to the Athlean Corporate Registry.
15. On 16 August 2020, the Athlean Corporate Registry certified that Etta S.C. had been formally established as a Limited Liability Company with its headquarters in Periphery, a small Athlean town located 5km outside the city of Sportiva, and which had never hosted a club competing in the League. Etta S.C.'s Board of Directors and top management involved none of the individuals who had previously occupied the same positions at Etta F.C., whereas the rest of the staff were also dismissed, with the exception of the physio team and most of the administrative personnel.
16. On the same day, Etta S.C. requested permission to take Etta F.C.'s place in the League. Its file clarified that Etta S.C.'s official colours would be white, black and navy blue, whereas Etta F.C.'s colours had been white, black and savoy blue. The file included as a logo the image provided in **Exhibit 3**, whereas Etta F.C.'s logo had been the image provided in **Exhibit 4**.
17. On 18 August 2020, Ms Niki requested an update from Etta F.C. concerning her claims for the Milestone Bonuses but received no reply.

18. On 20 August 2020, Etta S.C.'s file was fully approved, and the team was given permission to compete in the League, taking the place of Etta F.C. On the same day, Ms Niki was informed by her agent about the existence of the Bankruptcy Proceedings.
19. On 21 August 2020, Etta S.C. launched its new official website and social media pages. The official website does not refer to the prior achievements of Etta F.C. in the League and other competitions, nor do any of Etta S.C.'s social media pages.
20. On the same day, Etta S.C. began moving the purchased tangible assets from their previous location in Sportiva to its headquarters and official corporate address in Periphery.
21. On 22 August 2020, Etta S.C. declared Arena Sportiva, a stadium located in and owned by the Municipality of Sportiva, as its home stadium. Etta F.C. previously had a 99-year lease (with 85 years remaining) on this stadium, which it had used as its home arena for 14 years until its disaffiliation from the AFA.
22. On 31 August 2020, Ms Niki's Contract expired. The following day, Ms Niki permanently moved to Sphaera, where she signed a deal with a local team on 5 September 2020.
23. On 15 September 2020, Ms Niki filed her claims for the Milestone Bonuses in the Bankruptcy Proceedings.
24. On 20 December 2021, the Athlean bankruptcy courts granted Ms Niki's claim for USD 200,000 for scoring 20 League goals or more but not her claim for USD 150,000 for winning the top scorer award. Ms Niki was advised by her lawyer to turn to FIFA since the success rate of appeals against first-instance bankruptcy decisions in Athlos was approximately 5%. This success rate was based on statistics released earlier that year by the Athlean Ministry of Justice.
25. On 20 February 2022, the deadline for Ms Niki to appeal the first-instance bankruptcy decision expired without Ms Niki filing an appeal. Several other creditors filed a joint appeal pursuant to Article 80 of the Athlean Bankruptcy Code, which is provided as **Exhibit 5**.
26. On 1 March 2022, Ms Niki seized the Dispute Resolution Chamber of the FIFA Football Tribunal ("**DRC**") alleging a violation of Article 12bis of the August 2021 version of the FIFA Regulations on the Status and Transfer of Players ("**RSTP**"), in connection with the unpaid bonus of USD 150,000. Ms Niki's claims, which only consisted in the payment of the overdue amount and did not feature a request for further remedies, were only communicated to Etta F.C.'s official email addresses and

not those of Etta S.C., which was never officially designated as respondent. Etta F.C. itself filed no submission and did not participate in the proceedings.

27. On 30 March 2022, the DRC notified Ms Niki, Etta F.C. and the AFA of a decision granting Ms Niki's request in full.
28. On 1 April 2022, the Bankruptcy Proceedings were concluded at the third and final instance. Etta F.C. was formally dissolved and thus ceased to exist under Athlean law.
29. On 2 April 2022, the AFA informed FIFA for the first time about the disaffiliation of Etta F.C., which had taken place on 5 August 2020
30. On 5 April 2022, having obtained knowledge of Etta F.C.'s dissolution, Ms Niki requested the payment of USD 150,000 within two weeks by sending an email attaching the DRC's decision to Etta S.C. The latter replied on the same day alleging that it owed no such debt to Ms Niki.
31. On 6 May 2022, Ms Niki seized the FIFA Disciplinary Committee ("**DC**") alleging a violation of Article 15 of the 2019 version of the FIFA Disciplinary Code ("**FDC**"), in connection with Etta S.C.'s failure to pay the amount of USD 150,000 adjudicated in her favour by the DRC. Etta S.C. participated in the proceedings without contesting the jurisdiction of the DC or alleging a violation of its right to be heard in connection with its non-participation in the proceedings before the DRC.
32. On 1 June 2022, the DC rendered a decision accepting Ms Niki's claim in full, rejecting Etta S.C.'s arguments and imposing on Etta S.C. a fine of CHF 20,000. A version of the decision with grounds (the "**Challenged Decision**") was sent to the parties two days later, on 3 June 2022 (**Exhibit 6**).

## C. PROCEDURAL HISTORY

33. On 10 June 2022, Etta S.C. paid a filing fee of CHF 1,000 and filed a statement of appeal against FIFA before the Court of Arbitration for Sport ("**CAS**") pursuant to Article R48 of the 2021 version of the Code of Sports-related Arbitration ("**CAS Code**"), and designated Ms Maja Imelissa as its party-appointed arbitrator.
34. On 18 June 2022, FIFA designated Mr Richard Morty as its party-appointed arbitrator.

35. On 19 June 2022, Etta S.C. filed an appeal brief pursuant to Article R51 of the CAS Code.
36. On 22 June 2022, the President of the Division appointed Mr Jefe Capitano as the president of the panel.
37. On 5 July 2022, FIFA filed its answer to the appeal brief pursuant to Article R55 of the CAS Code.
38. On 6 July 2022, the Appellant paid its portion of the advance on costs pursuant to Article R64.2 of the CAS Code and substituted for the Respondent's portion.
39. On 25 July 2022, the panel fixed the dates of the hearing.

## D. CLAIMS

40. The Appellant submits that:

- (i) It is neither a party to the Contract, which only binds Ms Niki and Etta F.C., nor the "successor" of Etta F.C. As such, it owes no debt to Ms Niki under the Contract;
- (ii) Assuming it can be deemed as the "successor" of Etta F.C., its right to be heard has been violated since it was not invited to participate in the original DRC proceedings which determined the debt, even though it was already in existence at that time; and
- (iii) Ms Niki cannot claim the amount of USD 150,000 in the present proceedings and should not have been allowed to claim it before FIFA, since she already had an opportunity to claim it by appealing the first-instance decision of the Bankruptcy Proceedings. Given that Ms Niki chose not to appeal the first-instance decision:
  - (a) She failed to display the requisite "due diligence" in pursuing her claim before the CAS; and
  - (b) Her debt no longer exists under the law governing the Contract.

41. The Appellant thus requests the CAS panel to determine that it is not liable for the debts owed by Etta F.C. to Ms Niki, and that the fine of CHF 20,000 must not be paid.

42. The Respondent rejects all claims raised by the Appellant and requests the CAS panel to uphold the Challenged Decision in full.

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## Exhibits

# Exhibit 1

## Athlete Contract between Ms Victoria Niki and Etta F.C., signed on 20 August 2019 [excerpts]

[...]

### Clause 9: MILESTONE BONUSES

9.1. The Player shall be entitled to the payment of USD 200,000 in the event of achieving a CLUB MILESTONE, as defined in Clause 9.2.

9.2. For the purposes of this Clause 9, the term CLUB MILESTONE shall mean:

(a) Scoring 20 (twenty) goals or more for Etta F.C. in the 2019-2020 season of the Athlean Women's Football League;

[...]

9.3. The Player shall be entitled to the payment of USD 150,000 in the event of achieving a PERSONAL MILESTONE, as defined in Clause 9.4.

9.4. For the purposes of this Clause 9, the term PERSONAL MILESTONE shall mean:

(a) Winning the "Top Scorer" award for the 2019-2020 season of the Athlean Women's Football League;

[...]

## Exhibit 2

### Club Sale and Purchase Agreement between Etta F.C. and Dinarica, signed on 28 July 2020 [excerpts]

[...]

#### Article 1.1

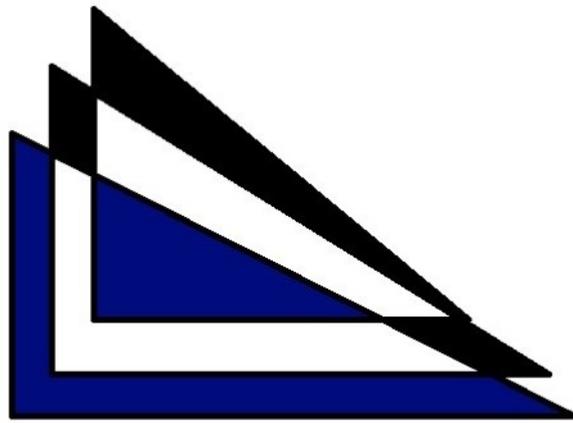
The Seller agrees to sell and the Buyer agrees to purchase the PROPERTY for the price set forth in this Agreement. The PROPERTY shall consist in:

- (i) All leases, contract rights, licenses and intellectual property rights owned by the Seller; and
- (ii) All immovable assets and tangible property owned by the Seller.

[...]

## Exhibit 3

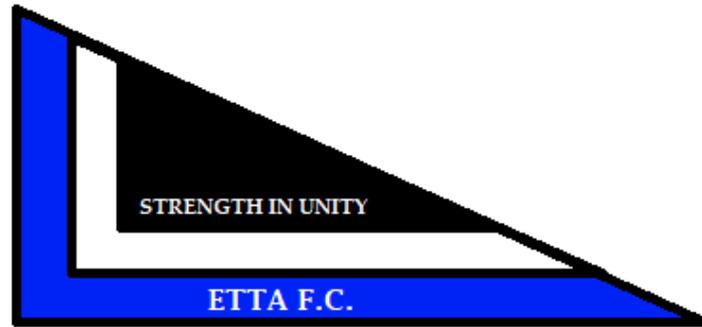
Etta S.C.'s official and trademarked logo



**ETTA S.C.**  
STRENGTH IN UNITY

## Exhibit 4

Etta F.C.'s official and trademarked logo



## Exhibit 5

### Athlean Bankruptcy Code [excerpts]

#### Article 80: Appeal

1. Decisions of the First-Instance Bankruptcy Court may be challenged before the Second-Instance Bankruptcy Court within 60 days following their notification to all parties.

2. Where a creditor does not challenge a decision of the First-Instance Bankruptcy Court within the time limit indicated in paragraph 1 above, the decision and the debt recognized therein shall be deemed final and binding with no further possibility of appeal.

## Exhibit 6

Decision of the FIFA Disciplinary Committee dated 1 June 2022 (notified  
with grounds on 3 June 2022)

See the next page.



# Decision of the Disciplinary Committee

passed in Zurich, Switzerland, on 1 June 2022

## COMPOSITION:

Mr Finn Jake, Land of Ooo (member)

## RESPONDENT:

Etta S.C. 2020, Athlos

Regarding failure to comply with Art. 15 of the FDC (2019 ed)



## I. THE FACTS OF THE CASE

1. The following summary of the facts does not include every single contention made by the actors in the present proceedings. The member of the FIFA Disciplinary Committee (hereinafter, the *Single Judge*) has nonetheless thoroughly considered in his discussion and deliberations any and all evidence and arguments submitted by the parties.
2. On 30 March 2022, the Dispute Resolution Chamber decided that the club Etta F.C. 1997 (hereinafter also referred to as *the Original Debtor*) was obliged to pay the amount of USD 150,000 to Ms Victoria Niki (hereinafter also referred to as *the Creditor*).
3. The findings of the decision of the Dispute Resolution Chamber dated 30 March 2022 (hereinafter also referred to as *the DRC Decision*) were notified to the Creditor and the Original Debtor with grounds on the same day, upon the Creditor's request.
4. On 6 May 2022, having yet to receive the overdue amount, the Creditor requested the Secretariat to open disciplinary proceedings against the club Etta S.C. 2020 (hereinafter also referred to as *the New Club*), which is affiliated with the Athlean Football Association (hereinafter also referred to as *AFA*) and, according to the Creditor, is the successor of the Original Debtor. The Creditor claimed that the New Club did not comply with the DRC Decision. In particular, the Creditor provided the following arguments and/or evidence to support her allegations:
  - On 29 July 2020, the New Club bought the "Etta" brand and became the official successor of the Original Debtor;
  - On 5 August 2020, the Original Debtor was disaffiliated from the AFA;
  - On 20 August 2020, the New Club was affiliated with the AFA;
  - The popular name of the New Club is still "Etta", as was the name of the Original Debtor;
  - The New Club and the Original Debtor share essentially the same colours (i.e., white, black and blue) and used to play in the same stadium (i.e., Arena Sportiva);
  - The New Club and the Original Debtor share essentially the same logo, official motto, and beneficial owner; and
  - The New Club took the place of the Original Debtor in the competitions organized by the AFA.

5. Following the above-mentioned correspondence, on 7 May 2022, the Secretariat contacted the AFA and requested the latter to provide its comments regarding the allegations brought forward by the Creditor, as well as to specify in which divisions of the national championship the Original Debtor and the New Club had played in the last two seasons.
6. On 8 May 2022, the AFA provided the Secretariat with the following information:
  - The Original Debtor recently underwent bankruptcy proceedings and no longer exists as a legal entity;
  - As advised in an email dated 2 April 2022, Etta F.C. has been disaffiliated from the AFA as of 5 August 2020;
  - The Original Debtor had played in the League until July 2020;
  - The New Club participated for the first time in the League during the 2020-2021 season and has been playing there ever since; and
  - The New Club and the Original Debtor have different addresses and Sports Identification Certificate numbers.
7. Taking into consideration the information provided by the Creditor and the AFA, on 9 May 2022, the Secretariat opened disciplinary proceedings against the New Club, for a potential failure to respect a decision passed by a body, a committee or an instance of FIFA or a CAS decision. In this sense, the New Club was invited to provide its position regarding the allegations made by the Creditor.
8. Following the opening of disciplinary proceedings, the New Club provided its position in relation to the said proceedings on 11 May 2022.
9. On 12 May 2022, the Secretariat asked the Creditor, on behalf of the Chairman of the Disciplinary Committee, to provide information regarding all the measures and actions taken in order to recover the credit recognized in the DRC Decision.
10. The Creditor provided her comments on 15 May 2022.
11. On 16 May 2022, the Secretariat acknowledged receipt of the Creditor's correspondence and informed the New Club and the Creditor that the case would be submitted for evaluation to a member of the FIFA Disciplinary Committee on 17 May 2022.

## II. THE RESPONDENT'S POSITION

12. The arguments and allegations brought forward by the New Club can be summarized as follows:
- a. Etta S.C. 2020 was formed in the summer of 2020 and was immediately registered to participate in the League. The New Club acquired the brand of "Etta", which it legitimately licensed from the Original Debtor. However, the New Club has no relation to the Original Debtor, who is the former right holder of the brand.
  - b. The New Club is not and cannot be considered the sporting successor of the Original Debtor. It has a different name, date of incorporation, colours, logo, Board of Directors, top management, coaching staff, Sports Identification Certificate number, address and headquarters.
  - c. The Creditor failed to appeal the findings of the Athlean bankruptcy courts concerning her claim for the debt at issue. In this sense, according to CAS jurisprudence and Athlean law, it is clear that the Creditor failed to act diligently and, hence, has lost the right to claim such credit.
  - d. In light of all the above, the FIFA Disciplinary Committee must dismiss the complaint of the Creditor.

## III. CONSIDERATIONS OF THE DISCIPLINARY COMMITTEE

### A. Applicable Law

13. The Single Judge recalls that the disciplinary offense at issue, i.e., the potential failure to comply with the DRC decision, was committed after the 2019 edition of the FIFA Disciplinary Code (hereinafter *FDC 2019*) entered into force. The Single Judge thus determines that both the merits and the procedural aspects of the present case fall within the scope of the FDC 2019.
14. Having determined the above, the Single Judge wishes to recall the content and scope of the provision here at stake.
15. According to Article 15 of the FDC 2019:

*"Anyone who fails to pay another person (such as a player, a coach or a club) or FIFA a sum of money in full or part, even though instructed to do so by a body, a committee or an instance of FIFA or a CAS decision (financial decision), or anyone who fails to comply with another final*

*decision (non-financial decision), passed by a body, a committee, or an instance of FIFA, or by CAS:*

- a. will be fined for failing to comply with a decision; in addition:*
- b. will be granted a final deadline of 30 days in which to pay the amount due or to comply with the non-financial decision;*
- c. in the case of clubs, upon expiry of the aforementioned final deadline and in the event of persistent default or failure to comply in full with the decision within the period stipulated, a transfer ban will be pronounced until the complete amount due is paid or the non-financial decision is complied with. A deduction of points or relegation to a lower division may also be ordered in addition to a transfer ban in the event of persistent failure, repeated offences or serious infringements or if no full transfer could be imposed or served for any reason.*

*(...)*

*If the sanctioned person disregards the final time limit, FIFA and/or the relevant association (in cases involving clubs or natural persons) shall implement the sanctions imposed. A transfer ban or a ban on taking part in any football-related activity may only be lifted before it has been fully served upon payment of the due amounts, with other disciplinary measures being reserved.”*

16. For the sake of good order, it is worth emphasizing that, in line with Article 54, paragraph 1, lit. (h) of the FDC 2019, cases involving matters falling under Article 15 of the said Code may be decided by one member of the Disciplinary Committee alone, acting as a single judge.

## **B. Merits of the dispute**

### **I. Analysis and determination of the liability and responsibility of Etta S.C. 2020**

17. The Single Judge analyses below whether the New Club has a connection with the Original Debtor (1) and, should this be the case, whether the New Club can be held liable for the debts of the Original Debtor (2).

#### **(1) Connection between the New Club and the Original Debtor**

18. To begin with, prior decisions passed both by the CAS and by the FIFA decision-making bodies in relation to the question of the succession of a sporting club must inform the analysis of the matter at hand by the Single Judge.

19. According to the CAS and FIFA, the identity of a club comprises elements such as its name, colours, fans, history, sporting achievements, shield, trophies, stadium, roster of players, historic figures, etc. These elements are what allow a club to distinguish itself from all other clubs in the eyes of fans.
20. CAS panels and FIFA bodies have moreover found that a “new” club must be considered as the “sporting successor” of another in a situation where a) the “new” club created the impression that it wished to be legally bound by the obligations of its predecessor (i.e., the “old” club) b) the “new” club took over the licence or federative rights of the “old” club and c) the competent federation treated the two clubs as successors of one another. Succession thus occurs where 1) a new entity was set up with the specific purpose of continuing the exact same activities as the old entity, 2) the “new” club accepted certain liabilities of the “old” club, 3) after the acquisition of the assets of the “old” club, the “new” club remained in the same city and 4) the “new” club took over the licence or federative rights of the “old” club.
21. Furthermore, elements to consider when determining whether succession exists include the name, logo and colours, the registration address and/or the managing board of the club.
22. For the sake of completeness, it is important to emphasise that the aforementioned established jurisprudence is now reflected in the 2019 FDC edition under Article 15, paragraph 4. According to this provision, “[t]he sporting successor of a non-compliant party shall also be considered a non-compliant party and thus subject to the obligations under this provision. Criteria to assess whether an entity is to be considered as the sporting successor of another entity are, among others, its headquarters, name, legal form, team colours, players, shareholders or stakeholders or ownership and the category of competition concerned”.
23. In the present case, the two clubs have a similar name, logo and motto, in addition to having virtually identical colours and playing in the same stadium. Furthermore, the New Club took the place of the Original Debtor in the competitions organized by the AFA.
24. To be sure, the nominal date of creation of the two clubs is irrelevant insofar as the New Club otherwise gives the impression of adopting the Old Club’s history and appealing to the same fan base. Similarly, the Board of Directors, top management and coaching staff are not part of the identity of the club and thus do not constitute relevant factors in determining succession, whereas factors such as the Sports Identification Certificate number, address and headquarters likewise constitute mere formalities. Other factors, such as whether the new entity was set up with the specific purpose of continuing the exact same activities as the old entity, whether the

new club accepted certain liabilities of the “old” club and whether the elements that distinguish a club are the same for both clubs are more relevant.

25. Finally, the Single Judge observes that, as confirmed by the New Club, on 28 July 2020, it acquired the right to use the brand “Etta”. Moreover, the two clubs are/were ultimately controlled by Mr Round Tripper.
26. In light of the above, the New Club shares with the Original Debtor several elements identifying a sporting entity, in part as a result of the acquisition of the Original Debtor’s brand by the New Club. The Single Judge therefore has no alternative but to conclude that the New Club, Etta S.C. 2020, is the sporting successor of the Original Debtor, Etta F.C. 1997.

## **(2) Whether the New Club is liable for the debts of the Original Debtor**

27. Having determined that the New Club is the sporting successor of the Original Debtor, the Single Judge analyses below whether the New Club is to be held liable for the debt recognized by the Dispute Resolution Chamber on 30 March 2022.
28. The Single Judge recalls that, according to Article 15, paragraph 4 of the FDC 2019, the sporting successor of a non-compliant party shall also be considered a non-compliant party and thus be subject to the obligations imposed by Article 15 of the FDC 2019. In principle, whenever a club is considered the sporting successor of a non-compliant party that no longer exists or is no longer under FIFA’s jurisdiction, that club is automatically responsible for the debts of its predecessor.
29. In the present case, the New Club claims that it cannot be held liable for the Original Debtor’s obligations, and therefore cannot be sanctioned for not complying with the DRC Decision, since the Creditor contributed to the breach and was not diligent in recovering her credit. Specifically, while the Creditor filed the claim at issue before Athlean bankruptcy courts on 15 September 2020, when the bankruptcy courts issued their decision on 21 December 2021 rejecting the claim, she simply failed to appeal the decision. In this regard, the New Club relies on previous CAS decisions as well as Article 80 of the Athlean Bankruptcy Code which renders first-instance bankruptcy decisions final when they are not appealed on time.
30. The Single Judge finds that, in principle, the assessment of the creditor’s diligence must be made based on the specific circumstances of each case. It is clear to the Single Judge that, in the present case, there are no signs that indicate that the Creditor knew that she could appeal the first-instance decision of the Athlean bankruptcy courts.

31. Even assuming that the Creditor knew of the existence of the possibility of seeking an appeal, it is not clear to the Sole Arbitrator that the reason she did not pursue such an appeal was the fact that she felt she would have better chances at recovering her debt before FIFA.
32. Finally, even if this were the Creditor's true intention, the Single Judge does not believe this behaviour would be against good faith, since proceedings before the FIFA DRC are independent of local proceedings and are meant to be constantly at an athlete's disposal when violations of FIFA instruments are at play.
33. In light of all the above, in the Single Judge's opinion, there are no signs in the present case that could suggest that the Creditor remained abusively passive and hence contributed to the New Club's failure to comply with the DRC decision.
34. Consequently, and taking into consideration the specific circumstances of the case, the Single Judge considers that there are sufficient elements in the present case to conclude that the Creditor was diligent.
35. As a result, the Single Judge has no alternative but to declare that the New Club is liable for the debts owed by the Original Debtor – namely the debt recognized in the decision passed by the Dispute Resolution Chamber- and that therefore Etta S.C. 2020 is liable under the terms of Article 15 of the FDC 2019.

## **II. Summary**

36. In view of the foregoing, the Single Judge concludes that the New Club, by its conduct as described above, violated Article 15 of the FDC 2019.
37. Therefore, the Single Judge considers that the New Club must be sanctioned for the abovementioned violation.

## **III. The determination of the sanction**

38. With regard to the applicable sanction in the present case, the Single Judge observes that the New Club is a legal person, and as such, it can be subject to the sanctions described in Article 6, paragraphs 1 and 3 of the FDC 2019.
39. The fine to be imposed under the above-referenced Article 15, paragraph 4, in combination with Article 15, paragraph 2 of the FDC 2019 and according to the provisions of Article 6, paragraph 4 of the FDC 2019, shall range between CHF 100 and CHF 1,000,000.

40. The Original Debtor and, subsequently, the New Club, withheld the amount unlawfully. In view of all the circumstances pertaining to the present case and taking into account the outstanding amounts due, the Single Judge regards a fine amounting to CHF 20,000 as appropriate. This amount complies with the Committee's established practice.
41. In application of Article 15, paragraph 1.b of the FDC 2019, the Single Judge considers a final deadline of 30 days as appropriate for the amount due to be paid to the Creditor.
42. In accordance with Article 15, paragraph 1.c of the FDC 2019, the New Club is hereby warned and notified that, in the case of default within the period stipulated, a transfer ban (at the national and international level) will be automatically imposed until the date of full payment.
43. The AFA is hereby reminded of its obligation to automatically implement the transfer ban following the notification of the present decision. In this respect, and for the sake of clarity, the AFA is referred to Article 34 of the FDC 2019 in relation to the calculation of time limits. Should the AFA fail to automatically implement said sanction and provide the Secretariat with the relevant proof of implementation of the transfer ban at the national level, disciplinary proceedings – which may lead to expulsion from all FIFA competitions – may be opened against it.

#### **IV. DECISION OF THE DISCIPLINARY COMMITTEE**

1. The club Etta S.C. 2020 is found guilty of failing to comply with the decision passed by the Dispute Resolution Chamber on 30 March 2022, according to which it was ordered to pay the Creditor, player Victoria Niki, the amount of USD 150,000.
2. Etta S.C. 2020 is ordered to pay a fine in the amount of CHF 20,000. The fine is to be paid within 30 days following the notification of the present decision.
3. Etta S.C. 2020 is granted a final deadline of 30 days from the notification of the present decision to settle its debt to the Creditor.
4. If payment is not made to the Creditor and proof of such payment is not provided to the Secretariat, the FIFA Disciplinary Committee and the AFA by this deadline, a prohibition on registering new players, either nationally or internationally, will be imposed on Etta S.C. 2020. Once the deadline has expired, the transfer ban will be implemented automatically at the national and international levels by the AFA and FIFA, respectively, without a further formal decision having to be made nor any order having to be issued by

the FIFA Disciplinary Committee or its Secretariat.

5. As a member of FIFA, the AFA is reminded of its duty to implement this decision and provide FIFA with proof that the transfer ban has been implemented at the national level. If the AFA does not comply with this decision, the FIFA Disciplinary Committee will decide on appropriate sanctions for the member. This can lead to expulsion from FIFA competitions.
6. Etta S.C. 2020 is directed to notify the Secretariat, the FIFA Disciplinary Committee as well as the AFA of every payment made and to provide the relevant proof of payment.
7. The Creditor is directed to notify the Secretariat, the FIFA Disciplinary Committee as well as the AFA of every payment received.

FIFA

A handwritten signature in black ink, appearing to be 'FJ', written in a cursive style.

**Finn Jake**

## NOTE RELATING TO LEGAL ACTION

According to Article 49 together with Article 57, paragraph 1.e of the FDC and Article 58, paragraph 1 of the FIFA Statutes, this decision may be appealed against before the Court of Arbitration for Sport (CAS). The statement of appeal must be sent to the CAS directly within 21 days of receipt of notification of this decision. Within another 10 days following the expiry of the time limit for filing the statement of appeal, the appellant shall file a brief stating the facts and legal arguments giving rise to the appeal with the CAS.

The contact details of the CAS are the following:

Avenue Bergières 10

CH-1004 Lausanne

Switzerland

Tel: +41 (21) 613 5000

Fax: +41 (21) 613 5001

info@tas-cas.org

[www.tas-cas.org](http://www.tas-cas.org)